

## COOPERATIVE PURCHASING AGREEMENT

This agreement is made and entered into this 8<sup>th</sup> day of June, 2001 between the City of Lynnwood (City) and the City of Edmonds (Joining Agency). Pursuant to 39.34, the Interlocal Cooperation Act, the parties agree to a cooperative purchasing agreement for (1) various supplies, materials, equipment and services, using the City's competitively awarded contracts; and (2) using a Shared Small Works Roster for a list of eligible public work contractors. The parties agree to the following:

### Supplies, Materials, Equipment and Services

1. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by these parties and the vendor(s).
2. Each agency is independently responsible for compliance with any additional or varying laws and regulations governing purchases.
3. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).
4. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this Agreement.
5. Each agency shall be independently responsible for payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.

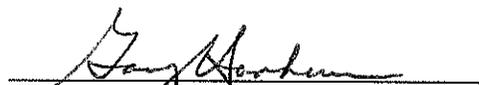
### Shared Public Works Roster

6. The City of Lynnwood is the lead agency.
7. The Joining Agency may use the Shared Small Works Roster that has been established and maintained by the City of Lynnwood to select contractors for public work jobs up to \$200,000 in value or as otherwise limited by ordinance or law. The Shared Small Works Roster has been established for shared use by the City of Lynnwood and other public agencies.
8. The City of Lynnwood and the Joining Agency named herein shall each be independently responsible for their own and the contractor's compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other requirements appropriate.
9. The City of Lynnwood shall advertise the Roster annually on behalf of both parties, shall receive and review contractor applications, maintain the list of contractors, and make that list and the applications available to the Joining Agency. The Joining Agency shall be independently responsible to determine that the selected contractors are responsible contractors according to the decision and opinion of the Joining Agency. The City of Lynnwood shall make an initial determination of responsibility, but this initial decision shall be for the convenience of the Joining Agency only and shall not constitute a decision of responsibility that the City of Lynnwood may be held liable for. It is instead the responsibility of the Joining Agency to determine responsibility in whatever manner that the Joining Agency feels is appropriate and consistent with applicable laws.
10. The City of Lynnwood and the Joining Agency shall each be independently responsible to conduct a quotation or bid process consistent with any ordinance, laws or requirements of their agency.

11. The City of Lynnwood and the Joining Agency shall each be independently responsible for issuing a contract and/or purchase order directly to the awarded contractor(s).
12. The City of Lynnwood does not accept responsibility or liability for the performance of any contractor used by the Joining Agency as a result of this Agreement.
13. Each agency shall be independently responsible for any payments directly to any contractor that is employed as a result of this Agreement.
14. The Joining Agency hereby agrees to indemnify and hold harmless the City of Lynnwood, its officers, employees and agents from any and all claims, actions, costs, damages and expenses of any nature arising out of or in conjunction with any act authorized by this agreement; provided, however, that nothing herein shall be interpreted to require the indemnity to indemnify for liability arising from the sole negligence or wrongful or tortuous act of the indemnitor.

**This Agreement shall remain in force until terminated upon written notice by either party.**

Accepted for City of Edmonds:

  
\_\_\_\_\_  
Gary Haakenson, Mayor

Date 5-24-01

Accepted for the City of Lynnwood:

  
\_\_\_\_\_  
Tina Roberts-Martinez, Mayor

Date 6-15-01

**INTERLOCAL JOINT PURCHASING AGREEMENT  
BETWEEN  
CITY OF EDMONDS  
AND  
CITY OF LYNNWOOD**

This Agreement is entered into with the effective date noted below, between the City of Edmonds, a Washington municipal corporation ("Edmonds"), and the City of Lynnwood, a Washington municipal corporation ("Lynnwood"), under the provisions of Chapters 39.33 and 39.34 RCW, providing for interlocal cooperation and intergovernmental disposition of property.

The parties agree as follows:

1. No new or separate legal or administrative entity shall be created to administer the provisions of this agreement. This agreement shall be administered by the City Clerk of the City of Edmonds, and the Finance Director of the City of Lynnwood, or their designees.
2. Each party shall contract on behalf of each other for goods and services for the other party to the extent permitted by law and agreed upon by the parties.
3. Each party may include in its solicitations for equipment or services a provision that other authorized governmental agencies may also wish to procure the equipment or services and allowing the bidder to extend its bid to those agencies at the same price, terms, and conditions.
4. Each party retains the right to independently contract for the purchase of any goods or services, and to exclude the other party from particular purchases for any reason without notice. Provided, that nothing in this paragraph shall affect joint purchases existing or pending on or before the effective date of this Agreement.
5. Each party will comply fully with all legal requirements applicable to the purchase.
6. Each party will provide the other with all descriptions, specifications, and other information relevant to making a purchase under a contract entered into by the other party. Further, that the party making the purchase under an existing contract shall make timely payments under that contract.
7. Neither party shall delegate the performance of any contractual obligation nor assign this agreement to a third party unless the other party agrees in writing.
8. Each party shall be liable and responsible for its own purchases, and shall hold the other party harmless for the performance or non-performance of contracts by vendors,

